

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement ("Agreement") is made and entered into this 11th day of October, 2010, by and between Magisters Inc, (referred to as "Disclosing Party"), and Richard Graham of 341 Pine Tree Dr., Atlanta, GA 30305 (hereinafter referred to as "Recipient").

WITNESSETH

WHEREAS, the Disclosing Party agrees to furnish the Recipient certain Confidential Information (including, but not limited to, ideas, products, methods, techniques, know-how, systems, software programs, projects, plans and proposals) for the purposes of determining an interest in developing, manufacturing, selling and/or joint venturing;

WHEREAS, the Recipient agrees to review, examine, inspect or obtain such Confidential Information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration for the mutual undertakings of the Disclosing Party and the Recipient under this agreement, the parties agree as follows:

Be it known, that the Disclosing Party has or shall furnish to the Recipient certain Confidential Information on the following conditions:

1. **LENGTH OF AGREEMENT.** This agreement begins retroactively to the beginning of the Recipient's relationship with the Disclosing Party and remains in effect at all times during any consulting, partnering, or other business relationship between the parties and for the periods of five years thereafter. This agreement does not create any form of continued business relationship other than set forth in a separate written agreement signed and dated by all parties.
2. **CONFIDENTIALITY.** The Recipient hereby acknowledges that the Disclosing Party has made, or may make, available to the Recipient certain ideas, products, methods, techniques, know-how, systems, software programs, projects, plans, proposals and other nonpublic information. Furthermore, the Recipient acknowledges that this information has independent economic value, both actual and potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to reasonable effort by the Disclosing Party to maintain its secrecy and confidentiality. Except as essential to Recipient's obligation under this Agreement, the Recipient shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Information. Further, the Recipient agrees not to, directly or indirectly, use the Confidential Information for his own business advantage or for the business advantage of any other third party. Nor shall the Recipient directly or indirectly disclose to any third party the Confidential Information or any portion thereof, without the prior written consent of the Disclosing Party.
3. **COPIES OF INFORMATION.** No copies will be made or retained of any written information or prototypes supplied without the permission of the Disclosing Party. At the conclusion of any discussions, or upon demand by the Disclosing Party, all Confidential Information, including prototypes, notes, photographs, sketches, models or memoranda taken shall be returned to the Disclosing Party.

4. **THIRD PARTIES.** Confidential Information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by the Disclosing Party.
5. **INJUNCTIVE RELIEF.** Recipient hereby acknowledges (1) the unique nature of the protections and provisions set forth in this Agreement, (2) that Disclosing Party will suffer irreparable harm if Recipient breaches any of said protections or provisions, and (3) that monetary damages will be insufficient to compensate Disclosing Party for such breach. Therefore, if Recipient breaches any of such provisions, then Disclosing Party shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.
6. **ATTORNEY'S FEES.** In the event any litigation, arbitration, mediation or other proceeding ("Proceeding") is initiated by any party against the other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorney's fees relating to or arising out of (a) such proceeding, whether or not such proceeding proceeds to judgment, and (b) any post-judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorneys' fees, costs, and expenses. Any such judgment or award shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.
7. **MODIFICATIONS.** This agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.
8. **WAIVER.** Any waiver of a default under this agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
9. **DRAFTING AMBIGUITIES.** Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise the Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
10. **JURISDICTION AND VENUE.** This Agreement is to be construed pursuant to the Laws of the State of California. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of California, County of Los Angeles.
11. **RECEIPT OF COPY.** Signature hereby acknowledges that signatory has received a signed copy of this Agreement.

BY:

Disclosing Party

Signature

Printed Name

Company Affiliation

Date

BY:

Recipient

Signature

Printed Name

Address

Date